

**REQUEST FOR PROPOSALS**

**FOR**

**STATE MEDICAL DIRECTOR AND OCCUPATIONAL  
MEDICAL SERVICES FOR MARYLAND STATE AGENCIES**

**Project Number:**

**F10R0200273**

**State of Maryland  
Department of Budget & Management  
Office of Personnel Services and Benefits**

**WARNING:** A prospective vendor who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective vendor's name and mailing address, so that amendments to the Request for Proposals or other communications can be sent to the prospective vendor. Failure to contact the Issuing Office may result in non-receipt of important information.

**ISSUED: February 24, 2000**

**State of Maryland  
PARRIS N. GLENDENING  
Governor**

**Department of Budget & Management  
FREDERICK W. PUDDISTER  
Secretary**

**Project No. F10R0200273**

**Ladies/Gentlemen:**

**You are invited to compete for the award of a Contract to provide State Medical Director and Occupational Medical Services for Maryland State Agencies. The proposed schedule for selecting a firm to perform these services is as follows:**

**Date:**

<b>Maryland Contract Weekly Notice</b>	<b>February 22, 2000</b>
<b>RFP Released</b>	<b>February 24, 2000</b>
<b>Pre-proposal Conference</b>	<b>March 6, 2000 at 10:00 a.m.</b>
<b>Proposal Due Date</b>	<b>March 27, 2000 at 2:00 p.m.</b>
<b>Tentative Date of Selection of Contractor(s)</b>	<b>April 26, 2000</b>
<b>Tentative Board of Public Works Approval</b>	<b>May 10, 2000</b>
<b>Contract Commencement Date</b>	<b>June 1, 2000</b>

**A pre-proposal conference will be held at 10:00 a.m. on March 6, 2000 at the first floor auditorium at 300 W. Preston Street, Baltimore, Md. 21201. Please fax or return the enclosed pre-proposal form by the end of the day on March 2, 2000, advising whether or not you plan to attend. If you are unable to submit an offer for this project, please complete the attached Notice to Vendors/Contractors form and return it. For copies of this RFP please call 410-767-1012.**

**Sincerely,**

**Joel B. Leberknight  
Procurement Officer**

**PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**You may contact the Issuing Office at 410-767-1012. Please advise also whether you will need any accommodation due to a disability.**

**Return this form to:**

**Department of Budget & Management  
Office of Personnel Services and Benefits  
Office of the Executive Director  
301 W. Preston Street, Room 609  
Baltimore, Md. 21201  
Attention: Frederick Ramsey**

**Please indicate:**

\_\_\_\_\_ **Yes, the following representative(s) will be in attendance:**

**1.** \_\_\_\_\_

**2.** \_\_\_\_\_

**3.** \_\_\_\_\_

\_\_\_\_\_ **No, we will not be in attendance.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Date**

**STATE OF MARYLAND**  
**NOTICE TO VENDORS/CONTRACTORS**

In order to help us improve the quality of State bid and proposal solicitations, and make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal or no bid as the case may be. Thank you for your assistance!

**Solicitation Number: F10R0200273,**  
**entitled: State Medical Director and**  
**Occupational Medical Services for Maryland State Agencies**

**I. If you have not responded with a proposal please indicate the reason(s) below:**

- ( ) Other commitments preclude our participation at this time.**
- ( ) The subject of the contract is not something we normally provide.**
- ( ) We are inexperienced in the work/commodities required.**
- ( ) The specifications are either unclear, or too restrictive.  
(Please Explain in Remarks Section)**
- ( ) The scope of work is beyond our current capacity.**
- ( ) Doing business with Government is simply too complicated.**
- ( ) We cannot be competitive. (Please Explain in Remarks Section)**
- ( ) Time for completion is insufficient.**
- ( ) Bonding/Insurance requirements are prohibitive.  
(Please Explain in Remarks Section)**
- ( ) Bid/proposal requirements, other than specifications, are unreasonable or too risky.  
(Please Explain in Remarks Section)**
- ( ) Prior experience with State of Maryland contracts was unprofitable or otherwise  
unsatisfactory. (Please Explain in Remarks Section)**
- ( ) Other:**

- II. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.**

**REMARKS:**

**Vendor Name:** \_\_\_\_\_

**Address:**

**Contact**

**Person:** \_\_\_\_\_ **Phone:**

**Date:**

**THANK YOU !**

## **TABLE OF CONTENTS**

### **SECTION 1. GENERAL INFORMATION**

**Page**

<b>1.1</b>	<b>Summary Statement .....</b>	<b>11</b>
<b>1.2</b>	<b>Definitions .....</b>	<b>12</b>
<b>1.3</b>	<b>Issuing Office .....</b>	<b>13</b>
<b>1.4</b>	<b>Pre-Proposal Conference .....</b>	<b>15</b>
<b>1.5</b>	<b>Closing Date .....</b>	<b>15</b>
<b>1.6</b>	<b>Duration of Offer.....</b>	<b>15</b>
<b>1.7</b>	<b>Revisions to the RFP .....</b>	<b>16</b>
<b>1.8</b>	<b>Acceptance of Proposals; Minor Irregularities; Discussions .....</b>	<b>16</b>
<b>1.9</b>	<b>Oral Presentations and Discussions .....</b>	<b>16</b>
<b>1.10</b>	<b>Incurred Expenses .....</b>	<b>16</b>
<b>1.11</b>	<b>Economy of Preparation.....</b>	<b>16</b>
<b>1.12</b>	<b>Multiple and Alternative Proposals .....</b>	<b>17</b>
<b>1.13</b>	<b>Access To Public Records Act Notice.....</b>	<b>17</b>
<b>1.14</b>	<b>Offeror Responsibilities.....</b>	<b>17</b>
<b>1.15</b>	<b>Mandatory Contractual Terms .....</b>	<b>17</b>
<b>1.16</b>	<b>Proposal Affidavit.....</b>	<b>18</b>
<b>1.17</b>	<b>Contract Affidavit.....</b>	<b>18</b>
<b>1.18</b>	<b>Minority Business Enterprise .....</b>	<b>18</b>

## **TABLE OF CONTENTS CONT'D:**

	<b>Page</b>
<b>1.19 Arrearages.....</b>	<b>18</b>
<b>1.20 Procurement Method.....</b>	<b>18</b>
<b>1.21 Contract Duration .....</b>	<b>18</b>
<b>1.22 Non-Exclusivity .....</b>	<b>18</b>
<b>1.23 Responsibility for Claims and Liability.....</b>	<b>19</b>

## **SECTION 2. OFFEROR QUALIFICATIONS**

<b>2.1 The Offeror.....</b>	<b>19</b>
<b>2.2 Offeror's Staff.....</b>	<b>19</b>

## **SECTION 3. PROPOSAL FORMAT**

<b>3.1 Two-Part Submission.....</b>	<b>19</b>
<b>3.2 Technical Proposal .....</b>	<b>19</b>
<b>3.2.1 Transmittal Letter.....</b>	<b>20</b>
<b>3.2.2 Proposal Submission Identification Information and Number of Copies.....</b>	<b>20</b>
<b>3.2.3 General Proposal Preparation Instructions .....</b>	<b>20</b>
<b>3.2.4 Specific Required Content of the Technical Proposal.....</b>	<b>20</b>
<b>3.2.4.1 Title Page.....</b>	<b>20</b>
<b>3.2.4.2 Table of Contents .....</b>	<b>20</b>

## **TABLE OF CONTENTS CONT'D:**

	<b>Page</b>
<b>3.2.4.3 Executive Summary .....</b>	<b>20</b>
<b>3.2.4.4 Elements of the Technical Proposal .....</b>	<b>21</b>
<b>3.3 Financial Proposal .....</b>	<b>25</b>

## **SECTION 4. DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES**

<b>4.1 Overview.....</b>	<b>25</b>
<b>4.2 Scope of Services .....</b>	<b>27</b>
<b>4.2.1 Personnel.....</b>	<b>27</b>
<b>4.2.2 Required Hours .....</b>	<b>27</b>
<b>4.2.3 Facilities.....</b>	<b>27</b>
<b>4.2.4 Timeliness Requirements .....</b>	<b>27</b>
<b>4.3 Pre-Employment Physicals .....</b>	<b>28</b>
<b>4.4 Workability Examinations .....</b>	<b>29</b>
<b>4.5 Return to Work Examinations.....</b>	<b>31</b>
<b>4.6 Substance Abuse Medical Review Officer.....</b>	<b>32</b>
<b>4.7 Medical Advisor Services.....</b>	<b>33</b>
<b>4.8 Testimony and Preparation.....</b>	<b>33</b>
<b>4.9 Medical Specialist Services &amp; Laboratory Services .....</b>	<b>33</b>
<b>4.10 Health Benefits Review Committee.....</b>	<b>34</b>
<b>4.11 Workers' Compensation Treatment Provider.....</b>	<b>35</b>



<b>4.12</b>	<b>Critical Debriefing Services for Employees &amp; Other Individuals .....</b>	<b>36</b>
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## **TABLE OF CONTENTS CONT'D:**

		<b>Page</b>
<b>4.13</b>	<b>Medical Surveillance .....</b>	<b>36</b>
<b>4.14</b>	<b>MDOT Physical Examinations .....</b>	<b>38</b>
<b>4.15</b>	<b>MDOT Substance Abuse Testing .....</b>	<b>38</b>
<b>4.16</b>	<b>MDOT Medical Advisor .....</b>	<b>43</b>
<b>4.17</b>	<b>MDOT Consultation Services.....</b>	<b>43</b>
<b>4.18</b>	<b>Records and Reports .....</b>	<b>44</b>
<b>4.19</b>	<b>Printed Materials .....</b>	<b>44</b>
<b>4.20</b>	<b>State Personnel .....</b>	<b>45</b>
<b>4.21</b>	<b>Confidentiality of Documents .....</b>	<b>45</b>
<b>4.22</b>	<b>Right To Audit.....</b>	<b>45</b>
<b>4.23</b>	<b>Payment and Billing Procedures.....</b>	<b>46</b>
<b>4.23.1</b>	<b>Billing for Required Services .....</b>	<b>46</b>
<b>4.23.2</b>	<b>Billing for Medical Specialist Services &amp; Laboratory Services.....</b>	<b>46</b>
<b>4.23.3</b>	<b>Billing Related to Testimony .....</b>	<b>47</b>
<b>4.23.4</b>	<b>Billing Format &amp; Content .....</b>	<b>47</b>

## **SECTION 5. EVALUATION AND SELECTION PROCEDURE**

<b>5.1</b>	<b>Technical Evaluation Criteria.....</b>	<b>48</b>
<b>5.2</b>	<b>Price Evaluation .....</b>	<b>48</b>

<b>5.3</b>	<b>Final Ranking and Selection for an Award .....</b>	<b>49</b>
<b>5.4</b>	<b>Final Contract Award.....</b>	<b>49</b>

**TABLE OF CONTENTS CONT'D:**

		<b>Page</b>
<b>ATTACHMENTS:</b>		
<b>A</b>	<b>Contract (Contract to be signed upon award) .....</b>	<b>50</b>
<b>B</b>	<b>Bid/Proposal Affidavit.....</b> <b>(Bid/Affidavit must be completed and submitted with the Technical Proposal)</b>	<b>59</b>
<b>C</b>	<b>Contract Affidavit.....</b> <b>(Contract Affidavit must be submitted at time of Contract award)</b>	<b>66</b>
<b>D</b>	<b>Format for Financial Proposal .....</b>	<b>67</b>
<b>E</b>	<b>COMAR 17.04.09 - Testing for Illegal Use of Drugs .....</b> <b>(does <u>not</u> apply to MDOT)</b>	<b>69</b>
<b>F</b>	<b>Estimated State Employee Distribution by County .....</b>	<b>84</b>
<b>G</b>	<b>MDOT Designated Agency Contacts .....</b>	<b>85</b>
<b>H</b>	<b>MDOT Work Site Locations .....</b>	<b>87</b>
<b>I</b>	<b>Minority Business Enterprise .....</b>	<b>98</b>
<b>J</b>	<b>Interim Medical Standards .....</b>	<b>107</b>
<b>K</b>	<b>ADA Paratransit Eligibility.....</b>	<b>122</b>

## **SECTION 1. GENERAL INFORMATION**

### **1.1 SUMMARY STATEMENT**

The Maryland State Department of Budget and Management, Office of Personnel Services and Benefits, Office of the Executive Director, hereafter referred to as “the Department,” is issuing this Request For Proposals (RFP) to obtain State Medical Director and Occupational Medical Services, which may be used by all executive branch agencies of Maryland State Government. Currently, these agencies cumulatively spend about \$2 million per year through numerous formal or informal agreements to obtain the types of services that will be available under the contract that will result from this RFP. Because of the economies of scale and convenience that are expected to be achieved by the single, statewide contract that will result from this RFP, it is anticipated that this contract will become the primary means for Maryland State agencies to obtain State Medical Director and Occupational Medical Services for their employees and/or prospective employees (for selected services).

State agencies are not required to use this resultant contract. Agencies may separately contract for, or otherwise obtain (without notice to the vendor selected to provide State Medical Director and Occupational Medical Services), any service that will be available under the proposed contract for their employees and/or prospective employees (for selected services).

Generally, the services detailed in Section 4 of this document will be applicable to State agencies to whatever extent those agencies choose to use these services. However, the Maryland Department of Transportation (MDOT) has certain unique Medical Director and Occupational Medical Services requirements. Therefore, within Section 4 there is a separate section that details these specific MDOT services.

These specifications are provided for the purpose of requesting proposals for a single vendor to provide State Medical Director and Occupational Medical Services for a three year period from on or about June 1, 2000 to on or about May 31, 2003. At the sole option of the Department, the contract to provide these services may be extended (renewed) for two additional one-year periods. In the event the Department does not exercise one or both of the renewal options, at its unilateral option, it may extend the contract, at the then prevailing rates, on a month-to-month basis for up to 6 additional months.

State employees work in Baltimore City and all 23 counties of the State. Therefore, it is required that the services described in this RFP be provided statewide, so that they are reasonably accessible to all current or prospective State employees. Since MDOT has an extensive number of work sites in Maryland, as provided in Attachment H, the successful offeror under this RFP will be required to have a service delivery site capable of providing most of the routine services required under this RFP within 30 miles or 30 minutes, normal driving time, of every MDOT location listed in Attachment H. This will assure reasonable access to all current or prospective State employees of any State agency.

As explained above, a number of agencies have formal or informal agreements covering the delivery of some of the services to be provided under this RFP. In particular, services for the MDOT have been provided under contract for a number of years. Furthermore, the Department also employed a physician who acted as the State Medical Director for most agencies. This physician has now left State service. Rather than replace this person with another individual, the Department decided to seek the expanded resources and availability of a contractor. Consequently, a contract to provide State Medical Director and Occupational Medical Services for most State agencies has just been awarded on an emergency basis for a period of approximately 3 months (until 5/31/2000). Before this emergency contract, State Medical Director and Occupational Medical Services had not previously been contracted for in a single contract. Therefore, the Department has no reliable information concerning the quantity or time requirements of any procedure or service to be performed under this RFP, even for the MDOT services. [MDOT did not previously require its contractor to break down its service delivery by geographic area or by the quantity of any procedure or service type. Only the total annual cost of MDOT services (about \$450,000 annually) is available.]

As also stated above, State agencies have historically spent about \$2 million per year on the types of employee related medical services covered by this RFP. Estimates of the quantities of procedures that produce this \$2 million amount are not available. Consequently, the quantities of procedures listed on the Financial (Cost) Proposal (Attachment D) are the best approximation the Department has of the possible need for procedures and/or services under this RFP. However, the Department does not guarantee in any manner that these quantities will reflect either a minimum or maximum level of need for any or all procedures and/or services. Moreover, the selected offeror must provide whatever level of need actually occurs for any and all procedures and/or services covered by this RFP.

## 1.2 DEFINITIONS

For purposes of this RFP, the following terms have the meanings indicated below:

**ADA** - means the Americans with Disabilities Act

**ATR** - means Agency Technical Representative

**COMAR** - means the Code of Maryland Regulations

**Department** – means the Department of Budget and Management

**Designated Agency Contact (DAC)** - means the person assigned by the employing agency to ensure compliance with the agency's medical services needs

**Document** - means create and/or gather, review, modify and consolidate the existing documentation to ensure it is current, accurate and in a standardized format

**FAA** – means Federal Aviation Administration  
**FHWA** – means Federal Highway Administration

**Firm Fixed Unit Prices** - means all unit examination fees and hourly rates will be the same each time the service is provided during the same contract year, including any of the option years referenced in Sections 1.1 and 1.21. The contract contained in Attachment A is a firm, fixed unit price contract.

**FMLA** - means the Family and Medical Leave Act

**FTA** - means Federal Transit Administration

**IWIF** - means the Injured Workers Insurance Fund

**MBE** - means Minority Business Enterprise

**MDOT**- means the Maryland Department of Transportation

**MdTA** - means Maryland Transportation Authority

**MRO** - means Medical Review Officer

**MTA** – means Mass Transit Administration

**OPSB** - means the Office of Personnel Services and Benefits

**RFP** - means this Request for Proposals

**Secretary** - means the Secretary of Budget and Management or the Secretary's designated representative

**State Medical Director (SMD)** - means the physician or small centralized group of physicians designated by either the Secretary of the Department of Budget and Management or the Secretary of the Department of Transportation to exercise all authority vested in the Secretaries with respect to medical examinations and investigations relating to employment with the State Personnel Management System and the MDOT. The SMD shall serve as the MDOT's Medical Advisor.

**Substance Abuse Professional (SAP)** – means a licensed or certified professional with knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders.

### 1.3 ISSUING OFFICE

A. The sole point of contact in the Department for purposes of this RFP is the Department's Contract

Monitor at the Issuing Office address listed below:

State of Maryland  
Department of Budget and Management  
Office of Personnel Services and Benefits  
Frederick E. Ramsey, Director, Employee Relations Division  
301 W. Preston Street, Room 609  
Baltimore, MD 21201  
Telephone: 410-767-1012  
Fax Number: 410-333-7603  
E-mail Address: [framsey@dbm.state.md.us](mailto:framsey@dbm.state.md.us)

B. The Procurement Officer for this RFP is:

Joel B. Leberknight  
45 Calvert Street, Room 137  
Annapolis, MD 21401  
Telephone: 410-260-7116  
Fax Number: 410-974-2374  
E-mail Address: [jleberkn@dbm.state.md.us](mailto:jleberkn@dbm.state.md.us)

No State employee, official, or representative has the authority to change any requirement of the solicitation except the Procurement Officer, subject to the limits of his/her authority and other limitations imposed by law. Only information communicated by the procurement officer or the Issuing Office shall be the official position of the Department.

The Procurement Officer is responsible for all matters arising prior to and including final award of the contract and for (1) all purchase orders, changes or modifications; and (2) all disputes arising under the contract subsequent to final award.

Should a vendor find ambiguities or discrepancies in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the vendor must request clarification from the Procurement Officer or Issuing Office prior to the deadline for submitting proposals. Failure to request a clarification prior to the proposal due date will bind the contractor to the Department's interpretation of the contract at no additional cost to the Department.

Explanations and clarifications desired by a prospective vendor shall be requested in accordance with the instructions contained in Section 1.4, Pre-Proposal Conference.

#### 1.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on March 6, 2000 beginning at 10:00 a.m. at 300 W. Preston Street, Baltimore, MD 21201 in the first floor auditorium. The pre-proposal conference affords an opportunity for potential offerors to raise questions and/or make suggestions regarding the RFP. Attendance at the Pre-Proposal Conference is not mandatory. However, attendance may facilitate the offeror's ability to submit an acceptable proposal. Accordingly, all interested offerors are encouraged to attend.

Questions, both oral and written, will be accepted from prospective offerors attending the Pre-Proposal Conference. Written questions for the Pre-Proposal Conference should be submitted to the Issuing Office by March 2, 2000. Subsequent to the Pre-Proposal Conference, all questions should be submitted in a timely manner to the Issuing Office.

In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time, decide whether an answer can be provided before the proposal due date. A summary of the Pre-Proposal Conference and all substantive questions which have not been previously answered and which do not have unique relevance to the inquirer, and answers thereto, will be distributed to all prospective offerors known to have received this RFP.

The Department is committed to ensuring that individuals with disabilities are given an equally effective opportunity to participate in the Pre-Proposal Conference. Sign language interpreters and/or other appropriate accommodations for individuals with disabilities will be provided upon request. Please contact the Issuing Office 3 or more days before the conference with any request for a special accommodation.

#### 1.5 CLOSING DATE

An original and 7 copies of each proposal (technical and financial) must arrive at the Issuing Office by March 27, 2000, 2:00 p.m. local time, in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals delivered by facsimile will not be considered.

#### 1.6 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of initial proposals, or of any Best and Final Offer. This period may be extended at the Procurement Officer's request only by an offeror's written agreement.



## 1.7 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments to the RFP must accompany the offeror's proposal. Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

## 1.8 ACCEPTANCE OF PROPOSALS; MINOR IRREGULARITIES; DISCUSSIONS

The Department reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified offerors in any manner necessary to serve the best interests of the State. The Department also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

## 1.9 ORAL PRESENTATIONS AND DISCUSSIONS

Offerors may be required to make in-person oral presentations and/or engage in discussions with Department representatives in order to clarify or enhance their proposals. Alternatively, discussions may occur via telephone, mail, e-mail, or facsimile transmission. If required, these presentations and/or discussions will be held following the closing date for proposal submissions. Offerors will be notified of the time and date of their presentation/discussion session by the Issuing Office. Significant representations made during the oral presentations and/or discussions must be reduced to writing and become part of the offeror's proposal.

## 1.10 INCURRED EXPENSES

The Department will not be responsible for any costs incurred by an offeror in: preparing and submitting a proposal; making an oral presentation; providing a demonstration; participating in discussions; or performing any other activities relating to this solicitation.

## 1.11 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

## 1.12 MULTIPLE AND ALTERNATIVE PROPOSALS

A. An offeror may not submit *multiple proposals* for the required services under this RFP.

B. An offeror may submit an *alternative proposal* for the required services in addition to a proposal which fully conforms to the requirements of the RFP. This required fully conforming proposal shall be deemed to be the primary proposal. An alternative proposal, by definition, is a proposal which seeks to satisfy the overall objectives of this RFP, but which in some way takes exception to one or more specific requirements of this RFP. An alternative proposal may be selected for award if its proposed solution for providing the described services required under this RFP is judged superior to any proposal which does not take exception to any requirement of this RFP.

An alternative proposal must be clearly labeled as such and follow the same format as the primary proposal. However, an alternative proposal should contain only that information that differs in any way from the primary proposal. Each proposal must be bound separately and prepared in accordance with Section 3.2.2 of this RFP.

## 1.13 ACCESS TO PUBLIC RECORDS ACT NOTICE

An offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the Department under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

## 1.14 OFFEROR RESPONSIBILITIES

The Department will enter into contractual agreement only with the selected offeror. The selected offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposal must be included in the proposal.

## 1.15 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an offeror, if selected for award, agrees to the terms of this RFP and the provisions in Attachment A. An offeror which takes exception to these terms and/or conditions must clearly note such exception in the executive summary of its proposal. Moreover, by

taking such exception, the offeror incurs the risk that its proposal may be rejected.

#### 1.16 PROPOSAL AFFIDAVIT

All proposals submitted by an offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as attachment B of this RFP.

#### 1.17 CONTRACT AFFIDAVIT

All offerors are advised that if a contract is awarded as a result of this solicitation, the successful offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit need not be submitted with an offeror's proposal but must be provided by the selected offeror upon notice of contract award.

#### 1.18 MINORITY BUSINESS ENTERPRISE (MBE)

MBEs are encouraged to respond to this solicitation notice. In addition, an MBE participation goal of 15% has been established for the contract to be awarded under this RFP. See Attachment I for more information regarding MBEs.

#### 1.19 ARREARAGES

By submitting a response to this solicitation, the offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the contract award.

#### 1.20 PROCUREMENT METHOD

This contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

#### 1.21 CONTRACT DURATION

The contract resulting from this RFP shall be for a period of three years beginning on or about June 1, 2000 and ending on or about May 31, 2003. Moreover, the Department at its sole option and upon written notice to the contractor, may extend this contract for two additional one year periods. Furthermore, in the event the Department does not exercise a renewal option, it may require the contractor to continue to provide services on a month to month basis, for up to 6 additional months, at the then prevailing contract unit rate.

If the State exercises its option to extend the contract, any administrative rate increase applicable to years 2004 and 2005 shall not exceed the amounts specified in this paragraph. The administrative rate increase shall be measured by the change in the "Medical Care" expenditure category of the Consumer Price Index for all Urban Consumers (CPI-U Medical) for the Baltimore-Washington published

metropolitan area, unadjusted for seasonal variation. The measurement period shall be the twelve-month period ending December 31 preceding the option period. For example, the adjustment for the contract year beginning 6/1/2003 shall be based upon the CPI-U change in the year 2002 versus the year 2001.

## 1.22 NON-EXCLUSIVITY

The State hereby reserves the right to perform any of the services included hereunder, using the services of its own personnel or those of others. Such right may be exercised at the sole option of the State.

## 1.23 RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SMD shall indemnify and hold harmless the State, its officers, agents and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description including attorneys' and other professional fees arising out of or resulting from performance or nonperformance of the services of the SMD or those of his subcontractors, agents or employees under this contract, or arising from or based on the violation of applicable federal, state or local law, ordinance, regulations, order or decree, whether by himself or his employees or subcontractors.

# SECTION 2: OFFEROR QUALIFICATIONS

## 2.1 THE OFFEROR

As an organization, the offeror must, within the past 5 years, have:

- a minimum of three years experience in occupational/ industrial medicine.
- at least 6 months experience in providing similar services to one organization, firm or agency of at least 7,500 employees, members, clients, etc., but cumulative total of employees, members, clients, etc. serviced must exceed 10,000.

## 2.2 OFFEROR'S STAFF

Key medical and administrative staff of the offeror must have at least 1 year of experience in occupational/industrial medicine.

All physicians within the SMD must be licensed to practice medicine within the State of Maryland. It is preferred that each physician be board-certified in occupational medicine or internal medicine. Should the State be challenged in any administrative or judicial proceeding with regard to a medical service issue, the physicians of the SMD must be unequivocally recognized as experts in this field and be able to

provide expert medical judgment and testimony.

Some of the physicians within the SMD will also function as the Statewide MRO and the MDOT's SAP. Although it would be ideal if every physician within the SMD were qualified to function as an MRO and/or SAP, the State recognizes that this may not be feasible. However, it is imperative that at least some of the physicians within the SMD be qualified to perform these critical functions.

Any member of the offeror's staff who is assigned to function as an SAP must be a licensed physician, psychologist, social worker or employee assistance professional, or an alcohol or drug abuse counselor certified by the National Association of Alcoholism and Drug Abuse Counselors.

Any member of the offeror's staff who is assigned to function as an MRO must be a licensed physician with knowledge of substance abuse disorders. The physicians within the SMD who will perform the MRO function must provide documentation of MRO certification and must have sufficient experience in the performance of MRO functions.

### **SECTION 3: PROPOSAL FORMAT**

#### **3.1 TWO-PART SUBMISSION**

An offeror must submit a proposal in two parts:

- Volume I: Technical Proposal
- Volume II: Financial Proposal

#### **3.2. TECHNICAL PROPOSAL**

**NOTE: NO REFERENCE TO COST OR PRICES IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL.**

##### **3.2.1. Transmittal Letter**

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP.

##### **3.2.2. Proposal Submission Identification Information and Number of Copies**

Technical proposals must be submitted in a separate sealed package labeled "Technical Proposal" and must bear the name and address of the offeror, the name and number of the RFP and the closing date

and time for proposals on the outside of the package. Inside this package an original proposal, which shall be so identified, and 7 copies shall be provided.

### 3.2.3. General Proposal Preparation Instructions

All pages of the proposal should be consecutively numbered.

The technical proposal shall completely, yet concisely, provide a detailed discussion of the offeror's service capabilities and approaches to address all requirements set forth in Section 4.2, Scope of Services of this RFP. Offerors should indicate all significant capabilities or issues that will be examined to fulfill the scope of services in the same order as presented in this RFP. Specifically, the Technical Proposal must be presented in a format that corresponds to and references the sections and questions as outlined below.

Simply repeating or paraphrasing the Statement of Work/Specifications with such answers as "Understood," "Will Comply," or "Acknowledged," as well as the inclusion of phrases such as "Standard Procedures will be employed" or "Well known techniques will be employed" are not acceptable and may result in a proposal receiving a low technical evaluation.

### 3.2.4. Specific Required Content of the Technical Proposal

The Technical Proposal shall contain the following sections:

#### 3.2.4.1 Title Page

#### 3.2.4.2 Table of Contents

#### 3.2.4.3. Executive Summary

The offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall provide the Issuing Office with a broad understanding of the contents of the entire proposal. The Summary shall also clearly identify any exception(s) by the offeror to the terms of the RFP or the conditions contained in Attachment A.

#### 3.2.4.4. Elements of the Technical Proposal

##### A. Offeror Background Information and Qualifications

Offerors must demonstrate that they: (1) have extensive recent experience in providing medical director and occupational/industrial medical services for entities of comparable size and complexity to the State; (2) have appropriately licensed staff with demonstrated expertise in medical director/medical services contracts; and (3) are financially capable of administering the services required under this RFP.

In order for the Department to determine the offeror's qualification for the required service, offerors must respond to each question/requirement of 3.2.4.4.B. In their proposals, offerors should recite each



question/requirement followed by the answer. Offerors should respond to each requirement even if it is covered elsewhere in the offeror's proposal.

B. Required Proposal Information

1. Provide a description of your company to include its history, organizational structure and ownership. If incorporated, the state of incorporation should be included. (Note: In order to execute a contract, an offeror must be qualified by that time to do business in Maryland.)

- a. The organizational structure of the offeror shall include its relationship to any parent entity, sister entity, subsidiary entity or any entities which may have an interest in the Department's medical services program.
- b. Include an organization chart(s) which show(s) the formal relationship among parts of the entity, and the location within the organization of the unit(s) which will perform the services required under this RFP.
- c. Also provide an organization chart showing the line and staff relationship of all medical and key administrative staff that will be assigned to this endeavor.

d. Project Organization

(1) Project Organization Chart - An integrated organization chart must be provided containing all key offeror personnel and their allocation to specific tasks.

(2) Key Personnel - This section should include a history and personal resumes of the principal personnel and other professionals who will either be in charge of various tasks or be contributing significant effort to the project. All personnel listed in the organization chart must be included.

e. Team Composition

This section should address any proposed subcontract arrangements, except that MBE subcontracting information is optional at this time. The inter-relationship of all non-MBE participant entities should be included with respect to experience, capabilities, and task assignments.

2. Experience on Similar Projects

- a. Client references (5 references, including name, address, and current phone number).
- b. Samples of studies, plans, assessments and reports, and/or other relevant documentation should be provided. Reports should represent previous work by the offeror and subcontractors

most relevant to this project. Limit sample reports to no more than five (5) items and each not more than three (3) pages in length.

- c. Summaries or brief descriptions of projects performed by the offeror and non-MBE subcontractors which are most related to requirements of this project. Limit descriptions to those most relevant to this project and those which are most representative of the team's capabilities. Provide contact person's name, title and current phone number to verify reference checks.
3. Provide information which clearly demonstrates that the qualifications listed in Offeror Qualifications (Section 2) have been satisfied. Provide current (actively being performed as of the submission date of the proposal) and/or recent (expired/terminated within 5 years of the submission date of the proposal) previous contracts, presenting details as to experience in providing the same or similar services to other organizations, firms, agencies or governmental units. Provide when the service was performed, the size of the population served, and the name, address and phone number of a knowledgeable person at each entity who can be contacted regarding the contract.
  4.
    - a. Provide audited financial statements for each of the last three years. These financial statements should include a current balance sheet, a certified financial statement or equivalent information which includes the financial position of the offeror. Other official documents which address the offeror's financial solvency, line of credit certification(s) from the financial entity(ies) extending the credit, or Dun and Bradstreet or similar financial rating service may be submitted instead of audited financial statements for privately held entities.
    - b. Most Recent Financial Statements – Financial statements should reflect the offeror's most recently completed business year. In lieu of a financial statement, the offeror may submit the most recent financial report prepared by a certified public accounting firm. The statement from the certified public accounting firm must provide sufficient detail to verify that the Offeror is a viable provider and is financially solvent.
  5. Technical Approach -- Description of the methodology proposed to accomplish each specific task. Sufficient detail must be provided to further show the geography (sites) and hours of medical service provided. Describe the capability and methodology to perform the work required under this contract. Include a detailed description of examination and fitness testing methods. Also include a description of the approach for the supervision of all required services.

Clearly describe the procedure(s) State employees, prospective employees, and/or DACs must follow to obtain each of the services to be performed under the contract which results from this RFP. Also, provide typical time frames to obtain all such services. Demonstrate that these time frames are within the limits contained in Section 4 of this RFP.

1. Provide resumes and other qualifications that may serve to distinguish the abilities, job descriptions,

specific roles, responsibilities, labor category and hourly rate of pay or other basis of compensation for all medical and key administrative (non-physician) staff that will be assigned to this project. Clearly show that the requirements of Offeror's Staff (Section 2.2.) concerning key staff experience have been met.

The offeror must include the experience of physician(s) in pre-employment physicals and occupational medicine (provide names, resumes, curriculum vitae, etc.). In order to be further considered for the award of a contract under this RFP, the offeror or designated medical specialist(s) must be judged to be sufficiently expert in the field of industrial medicine or the pertinent medical specialty.

7. Should the Department or any State agency be challenged as to the validity of its requirements, the offeror or designated medical specialist must be able to substantially assist in the defense against these challenges. Accordingly, for the offeror and other staff who would most likely participate in a legal defense, provide a list of all cases in which the individual has testified, either through deposition or at a trial, the party for whom the individual testified, and whether the individual was qualified by the court to testify as an expert witness.
8. The offeror must provide information on the offeror's testing laboratories, their locations and relevant certifications held.
9. Sites/Offices/Equipment - The offeror shall include information pertinent to the location, staffing, hours of operation, types of services/procedures that can/will be performed at such sites/offices, and the types and condition of any specialized medical equipment that will be used for the performance of this contract.

Regarding the location of each office/site, identify the ease of access by both private vehicle and by public transportation and the availability of parking facilities. Also describe the physical condition and amenities of each office/site. The Department reserves the right to perform a site visit to any or all offices/sites from which the offeror proposes to deliver services to verify the information contained in the offeror's proposal.

For each office/site, clearly identify whether it is operated/staffed by the offeror, a sub-contractor, or a combination. Provide a breakdown [offeror or subcontractor(s)] of the staffing and available services for combination sites. In any situation where services will routinely be provided by a sub-contractor or vendor other than the offeror, include a definitive agreement/commitment from the sub-contractor or other vendor to make such services available as described by the offeror.

10. Quality Control -- The offeror shall include a description of its Quality Assurance/Quality Control (QA/QC) organization, including the number of personnel assigned to this activity. The information provided in this subsection should also include the offeror's proposed approach to maintain appropriate QA/QC at all times.

11. Year 2000 Preparedness -- The offeror should demonstrate that all its computers and equipment and computer programs, and that of essential subcontractors or suppliers, have successfully made the transition to the Year 2000 without significant impediments to normal operations.
12. A statement that the offeror will comply with right to audit requirements (see Section 4.22) shall be provided.
13. Subcontractors -- Provide the same information as requested in requirements 1 through 12 above, for each subcontractor that the offeror proposes to perform any of the functions under this contract.
14. State Support Functions -- Provide a list of anything you expect the Department or State agencies to do or provide in support of the administrative or any technical aspects of your proposal. (The inclusion of such expectations does not obligate the Department or any State agency to actually provide the described support function.)
15. Provide a description of the relationship of the work your firm performs to the economy of the State of Maryland.

Describe the benefits that will accrue to the Maryland economy as a direct or indirect result of your performance of this contract:

The amount or percentage of contract dollars (but not both) to be recycled into Maryland's economy in support of the contract through the use of Maryland subcontractors, Maryland suppliers, MBEs, and Maryland joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.

The number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which you commit at both prime and, if applicable, subcontract levels.

Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, payroll tax, inventory tax, and estimated personal income tax for new employees). Provide a forecast of the total tax revenues resulting from this contract.

Other benefits to the Maryland economy which you promise will result from the award of this contract. Please describe the benefit, its value to the Maryland economy, and how it will result from the contract award.

### 3.3 FINANCIAL PROPOSAL

Under separate sealed cover from the technical proposal, and clearly identified as the financial proposal, and with the same information on the envelope as noted for the technical proposal, the contractor must submit an original, which shall be so identified, and 7 copies of the financial proposal. The financial proposal must contain all cost information in the format specified in Attachment D of this RFP.

## **SECTION 4. DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES**

### **4.1 OVERVIEW**

The contractor shall provide 10 types of services for State agencies generally and 4 other services which apply only to MDOT, all of which are identified hereafter in this section. The billing/payment method for these services is summarized in this section. The billing/payment procedure for each of the 10 services is identified in the specific section which describes each respective service. The applicable fee for any service shall be as bid in the selected offeror's final financial proposal (Attachment D). The 10 required services for State agencies generally are:

1. Pre-Employment Physicals  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
2. Workability Examinations  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
3. Return to Work Examinations  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
4. Substance Abuse Medical Review Officer  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
5. Medical Advisor Services  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
6. Medical Specialist Services and Laboratory Services  
[Billing/payment for the contractor's efforts to make referrals to a specialist, review reports from the specialist, and ensure the accuracy of all specialist invoices, etc., will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].

(The actual cost of any medical specialist or laboratory services shall not exceed the rates paid by IWIF for the same procedure. The cost shall be directly billed to, and paid by, the employing agency. Refer to Section 4.23.2 for more

detailed billing/payment information for medical specialist services and laboratory services.)

7. Health Benefits Review Committee  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
8. Workers' Compensation Treatment Provider  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
9. Critical Debriefing Services for Employees and Other Individuals  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
10. Medical Surveillance  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].

The 4 MDOT specific services are:

1. MDOT Physical Examinations  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
2. MDOT Substance Abuse Testing  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
3. MDOT Medical Advisor Services  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
4. MDOT Consultation Services  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].

In providing these services, the contractor will be required to have 24 hour/7day availability, including weekends, as further described in the detailed contract requirements. The contractor shall further obtain all required medical specialty services.

#### 4.2. SCOPE OF SERVICES

#### 4.2.1. Personnel

The contractor must have sufficient personnel with necessary/required licenses, certifications, education, and experience to administer this medical program in the State of Maryland. The State reserves the right to monitor and audit all SMD qualifications.

In the interest of consolidating functions, communication and familiarity with individual employee cases, the small centralized group of physicians which constitute the SMD should consist of less than ten (10) physicians and be located in the same facility, hospital, clinic or office.

#### 4.2.2. Required Hours

Weekly office hours for medical examinations must include weekend hours and provision for emergency coverage on a 24-hour per day, 7-day per week basis, to include MDOT substance abuse testing.

#### 4.2.3. Facilities

The contractor must provide adequate facilities, personnel and equipment in all areas of the State to comply with the provisions of the contract, especially the requirement to have a service site within 30 miles or 30 minutes, normal driving time, of each MDOT work site location (see Attachment H). Facilities, personnel, policies, and equipment must be in compliance with the ADA.

#### 4.2.4. Timeliness Requirements

The offeror must have the ability to provide timely response to State agencies on all inquiries, provide timely transmittal of medical documents, and render medical services as specified, or sooner on an emergency basis.

The following detailed services must be provided by the contractor:

#### 4.3. PRE-EMPLOYMENT PHYSICALS:

Physicals may be performed on current employees and individuals who have been conditionally offered employment by a State agency. The exact content of such examinations shall be determined by the SMD. At a minimum, examinations shall include the following:

- (1) Personal health history;
- (2) Medical screening, to include but need not be limited to, height, weight, blood pressure, pulse,



vision, pulmonary function testing as necessary, hearing (audiometric testing), and TB test;

- (3) Examination of general physical condition, e.g. dermatological, respiratory, cardiovascular, abdominal, digestive, genitourinary, musculoskeletal, neurological, etc.;
- (4) Laboratory testing to include screening tests of blood and urine (i.e. CBC, routine blood chemistry and urinalysis);

If a medical condition/illness is discovered, all additional tests and medical expenses must be approved by the DAC.

The SMD will furnish to the DAC a written summary of the results of the pre-employment physical within one (1) business day of the examination. The SMD will furnish an original written copy of this examination within five (5) business days of the actual examination.

The SMD must provide an evaluation as required by the Maryland Police and Correctional Training Commission or as required by each DAC to include but not be limited to scoring/evaluation of standard psychological test(s) for Police/Correctional Officer candidates.

Drug testing for sensitive classifications/positions shall be performed by a laboratory approved by the Department.

The SMD shall review, analyze and when appropriate, discuss results of drug testing. A determination of medical qualification/disqualification shall be provided to the DAC within five (5) business days of receipt.

The SMD shall review medical information from external sources concerning applicant's ability to do the job.

If there is a discrepancy between the medical opinion of the SMD and an employee's private physician, the opinion of the SMD shall be controlling, unless otherwise addressed in a collective bargaining agreement.

The SMD shall provide a written report to the DAC indicating whether an applicant is qualified, provisionally qualified or not qualified for employment. When determining that an applicant or employee is unqualified for employment, the SMD shall consider the ADA. A doctor who conducts medical examinations for an employer is **not** responsible for making employment decisions or deciding whether or not it is possible to make a reasonable accommodation for a person with a disability. That responsibility lies with the employer. The doctor's role should be limited to advising the employer about an individual's functional abilities and limitations in relation to job functions, and about whether the individual meets the employer's health and safety requirements.

All examinations will be performed at the SMD's facility on a schedule convenient to the employing

agency. Laboratory testing may be conducted at a laboratory subcontracted by the SMD.

The contractor will be paid the firm, fixed fee bid in its final financial proposal for each pre-employment physical it performs, after receipt of the written report of qualifications for employment described immediately above.

#### 4.4. WORKABILITY EXAMINATIONS

- a. State employees may be referred to the SMD or designated medical specialist for a comprehensive examination. Workability examinations must be performed by the SMD or designated medical specialist. The Workability exam seeks to achieve one or more of the following objectives:

Based on the job description/task analysis provided by the employing agency, evaluate the employee's current medical capabilities and limitations with regard to the job duties of the employee's position. If the employee has medical limitations which prevent the employee from performing regular job duties, determine if the employee is medically capable of "temporary modified duty" (light duty), indicate what the job duty restrictions are, estimate length of modified duty or determine that the limitations are permanent (i.e., the employee has reached maximum medical improvement).

For employees with frequent sick leave usage, determine if the frequency of use is medically justified based on the nature or severity of the medical condition(s). In some cases, it may be necessary to determine if the employee has a "chronic medical condition" which would by its nature or severity have an ongoing significant impact on the employee's attendance or work performance (e.g., difficult to manage cases of asthma, herniated disk, bipolar disorder, etc.).

- b. The Workability exam shall include the following:

- 1) Personal health history
- 2) Examination of general physical condition, e.g., vital signs, height, weight, respiratory, cardiovascular, digestive, genitourinary, musculoskeletal, neurological, skin, etc.

Please note:

- The SMD may utilize routine laboratory testing as medically indicated (e.g., CBC with or without differential, blood chemistries, and urinalysis).

- The SMD may utilize other routine diagnostic studies as medically indicated such as EKG, pulmonary function testing, plain film x-ray imaging.
  - The SMD may utilize more sophisticated (and more costly) medically indicated diagnostic studies that have been verbally approved by the DAC, i.e., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.
  - Any medically indicated or job classification required drug testing shall be performed by the laboratory under contract with the Department.
- c. When medically indicated, the SMD shall attempt to obtain appropriate medical records from the employee's treating physician(s). For example, in a case where the employee's cardiac status is in question and the treating physician recently performed a cardiac stress test on the employee.
  - d. When medically indicated, the SMD may refer the employee to another medical specialist for further evaluation (e.g., cardiologist, orthopedist, psychiatrist, etc.). The referral must be verbally approved by the DAC. The referring agency will pay the costs for all such approved referrals.
  - e. The SMD shall provide both a brief preliminary report and a final written report to the DAC. The preliminary report shall be faxed to the DAC within 24 hours of the exam. The final written report shall be submitted to the DAC within 5 business days. Should extenuating circumstances arise (e.g., additional diagnostic studies are pursued or outside medical information is required by the SMD), the SMD must notify the DAC. Additional time will be taken into consideration by the DAC.

If there is a discrepancy between the medical opinion of the SMD and the employee's private physician, the opinion of the SMD shall be controlling, unless otherwise addressed in a collective bargaining agreement.

The contractor will be paid the firm, fixed fee bid in its final financial proposal for each workability examination it performs, after receipt by the DAC of the reports referenced immediately above.

#### 4.5. RETURN TO WORK EXAMINATIONS

State employees will be referred to the SMD for appropriate medical examinations. Return to Work examinations of employees may be requested for on-the-job injury, sick leave, short-term disability, leave bank, employee-to-employee leave donations, and in other areas where the Department

or other State agency would require a medical opinion to determine an employee's ability to return to work.

Within five (5) business days of the referral, the DAC will ensure that copies of all available medical information on the referred employee are provided to the SMD.

The Return to Work evaluation report will include the nature and extent of the illness, injury or condition, the employee's progress toward recovery, the length of time necessary for recovery, and the ability to return to work in a modified or full duty assignment.

The SMD must provide a faxed report of the Return to Work evaluation results to the DAC by the end of the next business day following the examination. The SMD must further provide to the DAC an original written copy of the evaluation within five (5) business days of the examination.

If there is a discrepancy between the medical opinion of the SMD and the employee's private physician, the opinion of the SMD shall be controlling, unless otherwise addressed in a collective bargaining agreement.

The SMD may not provide second or third opinions when prohibited by the FMLA. A doctor who conducts medical examinations for an employer is **not** responsible for making employment decisions or deciding whether or not it is possible to make a reasonable accommodation for a person with a disability. That responsibility lies with the employer. The doctor's role should be limited to advising the employer about an individual's functional abilities and limitations in relation to job functions, and about whether the individual meets the employer's health and safety requirements.

In the area of Workers' Compensation cases, the SMD shall accept the Maryland Workers' Compensation Commission's fee schedule and shall submit any bills directly to the workers' compensation insurance carrier; currently IWIF. Copies of bills and the original medical reports will be furnished to the appropriate DAC within five (5) business days.

The contractor will be paid the firm, fixed fee bid in its final financial proposal for each return-to-work examination it performs, after receipt by the DAC of the written reports described above.

#### 4.6. SUBSTANCE ABUSE MEDICAL REVIEW OFFICER

The SMD is to function as the Substance Abuse Medical Review Officer in interpreting the laboratory urinalysis reports and advising as to positive findings. The OPSB will forward the drug testing results to the SMD. Further guidelines are contained in the Medical Review Officer Manual, published by the U.S. Department of Health and Human Services, and the Specimen Collection Workbook, U.S. Department of Transportation, Office of the Secretary of Transportation, May 1992.

When applicants for positions in sensitive classifications or for sensitive positions are drug tested, the

test results shall be provided to the SMD, who shall inform the DAC of the suitability of the applicant for further consideration. [Refer to COMAR 17.04.09.03.D(2)].

If an applicant-employee for a position in a sensitive classification or a sensitive position tests positive for use of illegal drugs, as part of the personnel selection process involving a promotion, demotion, horizontal change, transfer or reclassification, the SMD shall notify the applicant-employee's DAC of the positive test result. [Refer to COMAR 17.04.09.03.E(3)(a)].

An applicant for a position in a sensitive classification or for a sensitive position shall be disqualified from State employment for a position in a sensitive classification or for a sensitive position unless the applicant submits to the Secretary a certificate from a physician certifying on the certificate under oath that the applicant has successfully participated in a drug abuse rehabilitation program of at least 6 months duration and has been free of marijuana/cannabinoids, cocaine, opiates, phencyclidine (PCP), and amphetamines for at least 18 months immediately before reapplying for State service. The SMD may disapprove such a certificate if the SMD determines that the drug abuse rehabilitation program does not meet standards generally recognized in the field of drug abuse treatment or therapy. [Refer to COMAR 17.04.09.03 E (5)].

When employees in positions in sensitive classifications or in sensitive positions are required to submit to random drug tests, the test results shall be provided to the SMD, who shall inform the DAC of whether an employee tested positive or negative. [Refer to COMAR 17.04.09.04 E (2)].

When employees in positions in sensitive classifications or in sensitive positions test positive as a result of a random drug test, they must enroll in a drug abuse rehabilitation program of at least 6 months duration and shall be subject to periodic testing throughout the duration of the program. At the conclusion of the program, the employees must submit a certificate from the attending physician, or a certified chemical dependency counselor, licensed certified social worker, or a licensed psychologist associated with the rehabilitation program, certifying on the certificate under oath that the employee has successfully participated in a drug abuse rehabilitation program of at least 6 months duration and has not tested positive for marijuana/cannabinoids, cocaine, opiates, phencyclidine (PCP), and amphetamines at any point during the rehabilitation program. The SMD may disapprove such a certificate if the SMD determines that the drug abuse rehabilitation program does not meet standards generally recognized in the field of drug abuse treatment or therapy. [Refer to COMAR 17.04.09.04 F (8)].

The contractor will be paid the firm, fixed hourly rate bid in its final financial proposal for all services associated with performing this MRO function.

#### 4.7 MEDICAL ADVISOR SERVICES

The SMD will be responsible for providing professional medical advice in consultation with the DBM or MDOT Secretary, the DAC, the Office of the Attorney General, the MTA General Counsel

and/or the Statewide EEO Coordinator to review medical rejections/reasonable work accommodations and to sufficiently maintain definitive and detailed medical records which will withstand potential court challenges.

In addition, the SMD will be responsible for conducting initial assessments as necessary before referring employees for medical specialist services as indicated in Section 4.9.

The contractor will be paid the firm, fixed hourly rate bid in its final financial proposal for all services associated with performing this Medical Advisor function.

#### 4.8 TESTIMONY AND PREPARATION

The contractor shall make contract personnel available, whenever requested in writing by the Department, to provide a deposition or testimony and documentation as required in support of any administrative and/or court actions. No person provided for testimony shall have been convicted of perjury or of any felony crime.

The SMD or designated medical specialist must assist in the defense of any action, administrative or judicial, where its opinions or decisions are at issue. This requirement shall survive the duration of this contract, and shall specifically apply for the same duration as described for the retention of records and reports in Section 4.18, below.

The contractor will be paid the firm, fixed hourly rate bid in its final financial proposal, adjusted for inflation after the first contract year, for all testimony before any administrative or judicial proceedings. (See Section 4.23.3, below, for specific billing/payment information pertaining to testimony.)

#### 4.9 MEDICAL SPECIALIST SERVICES AND LABORATORY SERVICES

The SMD shall provide medical specialist services and laboratory services upon the request of the DAC in order to perform the examination and evaluation services outlined in the above SMD's responsibility. The employing State agency will pay all costs for necessary medical specialist services. The Medical Specialties should include but not be limited to:

- Orthopedic
- Psychiatry
- Internal Medicine
- Otolaryngology
- Dermatology
- Neurology
- Ophthalmology

- Cardiology

The contractor will be paid the firm, fixed hourly rate bid in its final financial proposal for all services associated with determining the need for medical specialty and laboratory services, making specific referrals for such services, and consulting with and/or interpreting the findings of all such specialists. All billing for medical specialist services and laboratory services is to be done by the contractor on behalf of the providing specialist or laboratory or as reimbursement for payments already made by the contractor to a medical specialist or laboratory.

As per the payment terms described in Section 4.1, Item #6, Medical Specialist Services and Laboratory Services, all referred specialists must agree to accept the payment rates described in Section 4.1, Item #6. State agencies will not pay any specialist more than these rates. As also described in Item #6, all billings for specialist services are to be made directly to the referring State agency within the time frame and under the procedures described in Section 4.23.

In the event that the contractor provides any specialty and/or laboratory services itself, it may bill for these services in the same manner as described in Section 4.1, Item #6, Medical Specialist Services and Laboratory Services, and in Section 4.23.

#### 4.10. HEALTH BENEFITS REVIEW COMMITTEE

The SMD is required to serve on the Health Benefits Review Committee as necessary. On a monthly basis, the Committee is responsible for evaluating appeals from State employees and retirees and their dependents for services that have been denied by the State's health insurance vendors. The Committee also considers requests for coverage of extra-contractual services (e.g. those services that are not normally covered in the contract between the State and its health insurance vendors).

The contractor will be paid the firm, fixed hourly rate, as bid in the financial proposal (Attachment D) for all services associated with performing this function.

#### 4.11. WORKERS' COMPENSATION TREATMENT PROVIDER

1. Provide initial treatment in non-life threatening type cases:
  - a. Provide an employee status report within (1) one hour of treatment to the DAC and within (2) two business days to the workers' compensation insurance carrier:
    - (1) Provide a report documenting the employee's account of the accident/incident.
    - (2) Provide a report to evaluate the employee's ability to return to work, authorize lost time, and establish target date of return to work.

2. Provide return to work evaluation prior to employee release to duty based on interim medical standards and/or an analysis of all job duties.
  - a. Provide follow-up care, which may be required for a specific injury/illness. After each follow-up visit send a preliminary report of initial findings within 24 hours to the DAC.
  - b. Provide a final written report within five (5) business days to the DAC and the workers' compensation insurance carrier. The reports must contain:
    - (1) Planned treatment
    - (2) Percentage (%) of current disability
    - (3) Target date for maximum recovery from this injury/illness
    - (4) Evaluation of the employee to determine whether the employee is able to return to work without restrictions based on interim medical standards and/or an analysis of job duties.
3. Maintain medical records, files, etc. to meet standards established by workers' compensation insurance carrier and in compliance with federal, State, and local requirements.

The SMD is the case manager for long term illness/injury cases. In workers' compensation cases, the SMD shall accept the Maryland Workers' Compensation fee schedule and submit bills directly to the workers' compensation insurance carrier.

#### 4.12. CRITICAL DEBRIEFING SERVICES FOR EMPLOYEES & OTHER INDIVIDUALS

This may include one or more group assessments and referrals for appropriate services covered by the employee's or individual's personal insurance or the Agency's general liability or workers' compensation insurance. This service must be available 24 hours a day, seven days per week on an as needed basis. All MTA employees who are referred to the SMD for FTA post accident drug and alcohol testing shall be initially assessed to determine if they are in need of critical debriefing.

The need for this service typically arises from a graphic, work-related accident (where employees and/or private citizens are killed or seriously injured) or an episode of work-place violence. The individuals who observed or experienced the incident are usually suffering from overt emotional trauma. The contractor must be able to provide professional personnel with expertise in emotional/psychological trauma and intervention who may be required to provide subsequent group or individual counseling as necessary.



#### 4.13. MEDICAL SURVEILLANCE

- a. Workplace medical surveillance evaluations are performed to assist in the early identification of illnesses or injury that might be related to the adverse effect of a work site exposure and/or simply the working environment. Employees who are suspected of or have a confirmed exposure will participate in a surveillance program as required by OSHA regulations and requirements.
- b. Upon initial evaluation, the medical examination should include a detailed medical and work history with special emphasis on symptoms related to the physical or chemical hazard and ability to wear personal protective equipment. Certain surveillance examinations, i.e. asbestos, respirator use clearance, require completion of a specific questionnaire as outlined in the respective OSHA/MOSH regulations.
- c. The physical examination and the associated studies (i.e. audiometry, spirometry, chest film-with or without “B” reading as required, blood and urine studies) must be performed and/or sample procurement completed as part of that examination. Additional tests may be ordered, if determined by the SMD to be clinically necessary. The list of substances requiring surveillance, by federal (OSHA) regulations as amended, includes but is not limited to:
  - Inorganic arsenic
  - Asbestos
  - Benzene
  - Coal tar pitch volatiles
  - Ethylene oxide
  - Formaldehyde
  - Hazardous waste
  - Chromium
  - Lead
  - Noise
  - Vinyl Chloride

Other chemicals/hazardous materials, which often fall into “surveillance activities” either through legislation or OSHA/MOSH recommendations or guidelines, as amended, include:

- Cadmium
  - Heavy metals
  - Mercury
  - PCB’s
  - Pesticides
  - Radiation
- d. Once a baseline or initial examination has been performed, annual evaluations and examinations

shall be performed based on current OSHA requirements and findings/recommendations of the SMD.

- e. The SMD shall provide in writing to the DAC an opinion as to whether the employee has any detected medical condition that would place the employee's health at increased risk from the work environment. The SMD shall assess the extent of the employee's limitations of assigned duties, the employee's ability to wear a respirator, the results of the medical examination and tests, and shall document that the employee has been notified of the results.
- f. The DAC will provide to the SMD any information required under OSHA, which may include:
  - (1) Copies of the employee's description of duties as they relate to the employee's exposures;
  - (2) The employee's previous, current and anticipated exposure levels;
  - (3) A description of any personal protective equipment used in the performance of said duties; and
  - (4) Information concerning the respiratory equipment used and a copy of the respiratory protection program.
- g. Employees who experience occupational-related exposure to blood/body fluids shall be provided with emergency counseling and treatment, in accordance with the Public Health Services Guidelines for the Management of Health Care Workers Exposures to HIV and Recommendations for Post Exposure Prophylaxis, MMWR, May 15, 1998, Vol. 47., No. RR-7. This will allow employees to have access to the most current recommended treatment to reduce the possibility of HIV transmission and to ensure that the prophylaxis antiretroviral medications are administered within appropriate time frames following a possible HIV exposure.

## MDOT SPECIFIC SERVICES

The MDOT employs over 10,000 employees to accomplish its mission. It requires that the SMD be responsible for delivery of the following MDOT specific services:

### 4.14 MDOT PHYSICAL EXAMINATIONS

- U.S. Department of Transportation (USDOT)
  - a. USDOT physicals are performed on MDOT employees who are in classifications which require them to qualify for an USDOT medical card to obtain and /or maintain a Commercial Drivers

License (CDL).

- b. The USDOT physical exam will include all of the medical elements, which have been standardized by the USDOT for CDL holders. The results will be recorded on a physical exam form that meets USDOT requirements.
- c. If the employee/applicant meets the USDOT medical standards, the SMD shall issue the employee a USDOT medical card. (However, cards may be issued to the employee by the DAC after verifying that the SMD has completed all the necessary paperwork, signed the medical card and received the results of the drug and breath alcohol test if performed.)
- d. The completed USDOT medical exam form must be forwarded to the DAC.
- e. In some classifications, the USDOT physical exam may serve as the pre-employment physical exam or the USDOT physical exam may be part of a broader pre-employment physical exam which evaluates medical capabilities/limitations beyond the USDOT medical qualifications standards.

- f. If an individual does not meet medical standards as established by the USDOT, questions and issues regarding “waivers” will be pursued by the individual employee/applicant or DAC.
- FAA 2<sup>nd</sup> Class Airmen Certification Physicals
- ADA Paratransit Eligibility Functional Assessments (See Attachment K)

#### 4.15 MDOT SUBSTANCE ABUSE TESTING

a. In accordance with requirements of the FAA, FHWA, FTA, MDOT, MdTA and MTA, MDOT shall conduct drug and/or alcohol tests of safety sensitive employees under the following circumstances:

- Pre-employment
- Reasonable suspicion
- Post-accident
- Random
- Return to duty
- Follow-up

MDOT shall conduct drug and/or alcohol testing on safety sensitive or non-safety sensitive employees (promulgated under MDOT authority) when there is reasonable suspicion to believe that the employee is using drugs and/or alcohol.

- b. The SMD will be required to function as Medical Review Officer in receiving and interpreting the laboratory urinalysis reports and advising MDOT as to positive/negative findings. Further guidelines are contained in the Medical Review Officer Manual, published by the U.S. Department of Health and Human Services, the Specimen Collection Workbook, U.S. Department of Transportation, Office of the Secretary of Transportation, May 1992.

#### c. Drug Screening

1. For federally regulated drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	50	5
Cocaine	300	100
Opiates	2000	2000
Amphetamines	1000	300
Phencyclidine	25	5

2. Federally regulated drug and alcohol tests shall be administered under the following regulations:

- Code of Federal Regulations: 49 CFR Part 29 (USDOT) Drug Free Workplace Act Implementation)(as amended)
- Code of Federal Regulations; 14 CFR Parts 61,63, 121, and 135 (FAA Substance Abuse Testing Rules)(as amended)
- Code of Federal Regulations: 49 CFR Part 40 as published in the Federal register on December 1, 1989 and amended on February 15, 1994. (USDOT Drug and Alcohol Testing Protocols)(as amended)
- Code of Federal Regulations; 49 CFR Part 653 as published in the federal register on February 15, 1994 (FTA Alcohol Testing Rules)(as amended)
- Code of Federal Regulations; 49 CFR Part 654 as published in the federal Register on February 15, 1994 (as amended)
- Code of Federal Regulations; 49 CFR Part 382 as published in the Federal Register on February 15, 1994. Also Code of Federal regulations; 49 CFR Parts 392 and 395 as amended in the federal Register on February 15, 1994.
- Code of Federal Regulations; 49 CFR Part 383. (FHWA CDL Holder Substance Testing Rules) (as amended)

3. For MDOT non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	50	5
Cocaine	300	100
Opiates	2000	2000

Amphetamines	1000	300
Phencyclidine	25	5

4. For MdTA and MTA Police pre-employment, random and post employment non-federal drug tests, screening test results shall be determined to be positive based on the following cutoff levels (expressed in nanograms per milliliter):

	<u>Initial</u>	<u>Confirmatory</u>
Marijuana	100	15
Cocaine	300	150
Opiates	2000	2000
Amphetamines	1000	500
Phencyclidine	25	25
Barbiturates	300	100
Benzodiazapine	300	100

5. Non-federal drug and alcohol tests shall be administered under the following State regulations. In addition, non-federal drug tests collections will require split sample testing and Medical Review Officer services as stated in the federal guidelines.

- Section 17-214. 1 Health-General, Annotated Code of Maryland (Notification Requirements for positive tests)(as amended)
- Governor's Executive Order No. 01.01.1991.16 – State of Maryland Substance Abuse Policy (as amended)
- Section 2-103 Transportation Article, Annotated Code of Maryland (General Authority to Promulgate Rules and Regulations) Maryland Police and Correctional Training Commission (as amended)

d. Testing Methodologies

1. The initial screening test shall follow the current requirements established by the MDOT, federal, State, and local governments as provided and amended, for Safety Sensitive positions.
2. The confirmatory test shall be Gas Chromatography-Mass Spectroscopy in compliance with federal regulations and guidelines as amended.
3. The SMD shall conduct substance abuse tests, maintain required data, and prepare necessary reports on both applicants and employees, in accordance with federal regulations/ guidelines as amended.

4. The SMD will report all negative and positive drug tests to the designated ATR from the guidelines established by the U.S. Department of Health and Human Services (HHS), Public Health Services, Alcohol, Drug Abuse, and Mental Health Administration "Medical Review Officer Manual" and its updated amendments.
5. The laboratory used for the prescribed testing must be certified by HHS to perform urine drug testing for Federal agencies and maintain certification. The HHS certified laboratory list is updated monthly and published during the first week of the month in the Federal Register.
6. MDOT's DAC will provide drug and/or alcohol test forms for pre-placement and random testing, and testing required as a result of participation in an approved drug/alcohol rehabilitation program. Employees subject to reasonable suspicion, post accident and incident-triggered testing will be provided with drug and/or alcohol test forms and will be accompanied by a supervisor or designee.
7. The SMD will ensure that all employees to be tested present positive identification in the form of a valid photo identification driver's license, a State-issued identification card, or a State employee photo identification card.
8. Within (2) two business days of the test, the SMD shall provide to the DAC negative written results of all pre-placement drug screens. Written results shall be provided for positive tests within (5) five business days.
9. The SMD shall provide to the designated ATR written negative drug test results within two (2) business days and written positive drug test results within (5) five business days, for random, reasonable suspicion, post accident, return to duty and follow-up testing and testing required as a result of participation in an approved drug/alcohol rehabilitation program.
10. Drug testing shall be available to all MDOT agencies on a seven day per week, 24-hour a day basis.

e. Alcohol Testing

1. The SMD shall conduct alcohol testing in a location that prevents unauthorized persons from observing the test or its results.
2. The Breath Alcohol Technicians (BAT) shall be trained and demonstrate proficiency in the operation of the Evidential Breath Testing Device (EBT) and in the implementation of the following procedures:

- a. Maintaining the integrity of the breath alcohol test;
  - b. Carefully ensuring the privacy of the employee;
  - c. Following the quality assurance plans for the inspection, maintenance and calibration of the EBT;
  - d. Avoiding any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate; and,
  - e. Immediately contacting the designated ATR for guidance when problems relating to the testing occur.
- 3. Confirmatory test results with a reading of 0.02 or greater must be immediately reported to the ATR or designee.
  - 4. Within 1 business day of the test, the SMD shall provide to the DAC negative written results of all pre-placement alcohol tests.
  - 5. Within 2 business days of the alcohol test, the SMD shall provide to the designated ATR negative written results of all random, return to duty, and follow-up tests and testing required as a result of participation in an approved alcohol/drug rehabilitation program.
- f. SAP

The SAP's fundamental responsibility is to provide a comprehensive, face-to-face assessment and clinical evaluation to determine if the employee needs assistance in resolving problems associated with alcohol use or prohibited drug use. If the employee is found to need assistance as a result of this evaluation, the SAP recommends a course of treatment with which the employee must demonstrate successful compliance prior to returning to duty. Treatment recommendations may include, but are not limited to: inpatient and/or outpatient treatment, educational programs and aftercare. After determining an appropriate treatment recommendation, the SAP will serve as a referral source to assist the employee's entry into an acceptable treatment or educational program.

Prior to the employee's return to duty, the SAP is required to provide a face-to-face follow-up evaluation with the employee to determine if the employee has demonstrated successful compliance with the recommendations of the initial evaluation. The SAP also directs a follow-up testing plan for the employee returning to work following treatment. The SAP must determine the number and frequency of unannounced follow-up tests.



#### 4.16 MDOT MEDICAL ADVISOR

The SMD is charged with developing and maintaining medical standards for the various MDOT job classifications. Current "Interim Medical Standards" are found in Attachment J of the RFP. The SMD will be required to provide professional medical advice, as requested, on a case-by-case basis to guide MDOT in discharging its responsibility. Specific tasks may include but are not limited to:

- a. Upon commencement of the contract, perform a comprehensive review of the "Interim Medical Standards" and advise MDOT on their adequacy, sufficiency, and appropriateness. A proposal detailing new standards must be completed as directed by MDOT.
- b. Inform MDOT of comprehensive medical changes/findings which may affect medical standards.
- c. Interpret/review medical information from external sources to aid MDOT in assessing standards.
- d. Provide specific medical information on interpretation of regulatory guidelines as needed.

#### 4.17 MDOT CONSULTATION SERVICES

- 1. The SMD shall provide consultation services which will consist of, but not be limited to:
  - a. Upon request of MDOT, advise on any occupational, medical and/or related employment issues from a preventive and remedial perspective. Make recommendations as required.
  - b. Coordinate and/or provide wellness programs, individual instructions and classes, as well as information for interested employees.
  - c. Provide consultation services to MDOT on any medical related issues.
  - d. Advise employees on personal fitness programs.
- 2. To provide the consultation service referenced above, the SMD will need to acquire expertise in the nature and conditions of jobs performed by MDOT employees, including but not limited to:
  - a. Occupational and environmental conditions encountered by MDOT employees.
  - b. Knowledge of existing job specifications including on-site observations as required.
  - c. Working knowledge of the MDOT's Personnel Policies and Procedures and the required record keeping and forms used to document the various cases, which may occur over the duration of the contract.

#### 4.18 RECORDS AND REPORTS

- a. Where individual medical records are maintained by the SMD, the SMD will transfer a copy of such records without cost to the appropriate facility as determined by the State if and when a different contractor is utilized. The SMD will be responsible for releasing medical records as required by law.
- b. All records related to the performance of the SMD operations and duties as contracted with the State shall become the property of the State upon termination or conclusion of the contract to result from this RFP. The format of medical records (if other than paper) must be universal or standard enough to permit easy access by the State or a different contractor if required.
- c. The State further requires a summary of the 12 monthly billing reports and an annual written report which summarizes medical services rendered during the year, by category of service, agency, and date of service. Both the annual billing summary and the annual written report shall be submitted within 30 days of the end of the contract year. Importantly, the report should also narrate and detail any significant service trends and show statistical comparisons to the data in the previous year's report. The database of annual report data must be retained completely separate and secure from any access or usage not authorized in writing by the Department's Procurement Officer.
- d. The contractor shall maintain all records for a minimum of three years unless advised otherwise by the Department and for longer periods of time for special cases, not to exceed five years.
- e. All records are subject to the Federal Privacy Act, 5 USC 552a, and other applicable Federal and State laws and regulations, and shall be maintained and used with the highest regard for employee and applicant privacy.

#### 4.19. PRINTED MATERIALS

After consultation with the State, the SMD shall provide all necessary forms, stationery and printed materials for general distribution.

#### 4.20. STATE PERSONNEL

Names of the DACs and other appropriate State officials and agency billing addresses will be provided prior to the commencement of services under this contract.

#### 4.21. CONFIDENTIALITY OF DOCUMENTS

The release and treatment of all documents pertaining to individuals receiving services under this contract is strictly controlled by the Federal Privacy Act, 5 USC 552a, the ADA, and other Federal and State laws governing confidentiality. None of these documents shall be released without the approval of designated State officials unless such release is specifically provided for herein.

#### 4.22. RIGHT TO AUDIT

The State and its authorized representatives shall be authorized to examine the books and accounts of the contractor which are directly related to the performance of this contract. All records shall be available during normal business hours for review by authorized representatives of the State. Such records shall be available for a period of not less than three years subsequent to the expiration/termination of this contract. However, in all cases, records shall be retained until final resolution of any audit questions or any pending litigation.

The State reserves the right at any time to derive data from or to inspect for review and analysis for audit purposes, the claim files held by the contractor. Included in this right to audit shall be the following provisions:

- (a) The State is authorized to visit the contractor's processing and/or storage premises and have access to all data including paper documents, microfilm, microfiche, and magnetically stored data which relate to payments or nonpayment made by the contractor and charged to a State agency.
- (b) The contractor agrees to allow the State or its designee full access to all claims data including paper documents, microfilm, microfiche and magnetically stored data relating to employee test results, and any other items needed for cost and outcome studies.
- (c) The contractor agrees to assist the State by promptly providing requested data and assisting in sample surveys.

The State reserves the right to monitor and audit all SMD operations. This includes the State's right to audit, during normal business hours, any SMD or subcontractor operation, site, or office to verify that all staffing levels, qualifications of staff, location of offices/sites, hours of staffing of the offices/sites, medical and administrative capabilities of the offices/sites, and any other significant factor conforms to the requirements of this RFP and the resulting contract, and the representations and commitments made by the contractor in its proposal in response to this RFP. Subcontractor, as used in the above-described auditing context, does not mean a medical practitioner or facility that provides a service upon referral of the SMD, when such referral has been approved by the DAC.

## 4.23. PAYMENT AND BILLING PROCEDURES

### 4.23.1 Billing for Required Services

All examination fees and medical specialty services (i.e., Critical Debriefing Services, Medical Surveillance, MDOT Substance Abuse Testing, MDOT Medical Advisor Services, and MDOT Consultation Services) performed under this contract shall be billed monthly to the employing State agency that requested/authorized the service. Charges for Substance Abuse Medical Review Officer, Medical Advisor Services, and Health Benefits Review Committee shall be billed to the contract monitor for this contract who may, in turn, submit the bills to the employing agency on a pro-rated basis. The billing address for agencies shall be provided along with the DAC list described in Section 4.20, above. All bills must be received within 45 days of the ending of this contract. Any bill not received within 45 days of the ending of the contract will not be paid.

### 4.23.2 Billing for Medical Specialist Services and Laboratory Services

All billing for medical specialist and laboratory services shall be done by the contractor on behalf of the providing specialist or laboratory or as reimbursement for payments already made by the contractor to a medical specialist or laboratory.

All such billings shall be for the exact amount billed by the providing specialist or laboratory without markup or additional charges. The actual cost of any medical specialist services or laboratory services shall not exceed the rates paid by IWIF. A detailed statement of the services performed by the providing specialist or laboratory must accompany all requests for reimbursement of medical specialist or laboratory charges. All such billings must specifically contain:

- The name of the employee for whom services were rendered
- The date and time of the service
- Where the service was performed (location)
- The name of the providing specialist or laboratory.

Before seeking reimbursement from any State agency, the contractor is specifically responsible for verifying the accuracy of all specialist and laboratory procedure charges. The actual cost of any medical specialist services shall be within the usual, customary and reasonable reimbursement rates for this region as provided by IWIF.

### 4.23.3 Billing Related to Testimony

If it is necessary for any personnel of the contractor, a subcontractor, or of any referred

medical specialist to provide a deposition or testimony, for each such personnel which is authorized by the Department's contract monitor, the contractor will be paid the hourly rate or a prorated portion thereof rounded off in 15-minute increments for each hour or rounded off in 15-minute portions of an hour, that each approved person spends in preparing for and/or providing the actual deposition or testimony. The contractor will also be paid the hourly rate, or prorated portion thereof, for all time spent by each approved person traveling within Maryland to attend a deposition, hearing, or court session which is more than 30 miles from the contract monitor's office in Baltimore.

For any authorized travel outside this 30-mile radius from the contract monitor's office in Baltimore, the contractor will also be reimbursed for mileage expenses at the same rate that is paid to State employees, which is currently 30 cents per mile.

Billing for travel time and mileage is only allowable for travel outside the above-described 30-mile radius. Any billing for preparation time must be accompanied by reasonable documentation of the nature and rationale for the preparation by each approved person.

Starting with the first option year of the contract, and for each year of the contract thereafter, and each year after the conclusion of the contract that the contractor is still responsible to provide testimony, the contractor's hourly rate for testimony and preparation as bid in the financial proposal, shall be adjusted by the change in the "Medical Care" expenditure category of the Consumer Price Index for all Urban Consumers (CPI-U Medical) for the Baltimore-Washington published metropolitan area, unadjusted for seasonal variation. The measurement period shall be the twelve-month period ending December 31 preceding the option period. For example, the adjustment of the contract year beginning 6/1/2003 shall be based upon the CPI-U change in the year 2002 versus the year 2001.

#### 4.23.4 BILLING FORMAT AND CONTENT

Bills shall be submitted both in hard copy and electronic media that is compatible with Microsoft Access or Excel. Each invoice shall contain the vendor's address, federal tax identification number, the State contract number, and a description of the services provided, the employee's name, the employee's social security number, and the DAC. A copy of each invoice shall be provided to the DAC, as well as the OPSB's Employee Medical Services Unit. Bills shall be provided on a monthly basis and shall be segregated into the fifteen (15) services referenced in Attachment D.

## **SECTION 5. EVALUATION AND SELECTION PROCEDURE**

### 5.1 TECHNICAL EVALUATION CRITERIA

The technical proposals will be evaluated on the factors listed below in descending order of importance:

1. The qualifications of professional medical staff (SMD/MRO/SAP).
  - The number and distribution of professional staff qualified/certified to serve as the SMD, MRO and SAP;
  - The extent of each qualified/certified professional's demonstrated knowledge and experience in performing the functions for which they are certified (i.e., SMD, MRO, SAP);
  - The adequacy of each professional's qualifications with regard to the potential for providing testimony on behalf of the State as an expert witness in a given area, i.e., occupational medicine, substance abuse, etc.
2. The overall adequacy of service locations throughout the State.
  - The number, location and condition of offices/sites (dispersion, ease of access by both private vehicle and public transportation, ease of parking);
  - The services and amenities available at each facility;
  - The ability to provide services within a 30-mile, 30-minute (normal driving time) radius of MDOT facilities/locations throughout the State (see Attachment H).
3. The demonstrated availability for emergency situations; ability to provide services 7 days per week, 24 hours per day.
4. Other aspects of the offeror's detailed work plan.
  - The days and hours of operation/availability for routine examinations and services;
  - The ease with which State employees, prospective employees and/or DAC's are able to make appointments and obtain services, from both an elapsed time standpoint (time between seeking appointment/service and receiving it) and the specific procedure(s) for doing so;
  - The ability of offeror to provide required reports on a timely basis in the manner and format in which requested;
  - The ability of offeror to meet the requirements for billing format and content.
5. The quality of the offeror's response to all other requirements set forth in Section 4.2, Scope of Services, and Section 2, Offeror Qualifications. Evaluation will include adequacy of the qualifications and relevant experience of other key personnel.

6. The offeror's demonstrated ability to meet the requirements for critical debriefing services as detailed in Item 4.12.

7. The potential economic benefits of the contract to the economy of the State of Maryland.

## 5.2. PRICE EVALUATION

Financial (Cost) proposals must be submitted in sealed envelopes, separate and apart from the technical proposals. The offeror's Cost Proposal shall consist of the rates it enters in Attachment D. An offeror may not alter or add to the billing categories contained in Attachment D.

The unit rates listed on Attachment D will be firm fixed unit prices. The offeror will be permitted to submit different bids for the services referenced in Items 4.3 through 4.17 for each of the three years (2000, 2001 and 2002) of the contract. The total proposal cost used to compare among offerors will be determined by the total of the price information supplied by the offerors in the format for Financial Proposal (Attachment D). Price proposals will be evaluated separately from the technical proposal.

If the State exercises its option to extend the contract, any administrative rate increase applicable to years 2004 and 2005 shall not exceed the amounts specified in this paragraph. The administrative rate increase shall be measured by the change in the "Medical Care" expenditure category of the Consumer Price Index for all Urban Consumers (CPI-U Medical) for the Baltimore-Washington published metropolitan area, unadjusted for seasonal variation. The measurement period shall be the twelve-month period ending December 31 preceding the option period. For example, the adjustment for the contract year beginning 6/1/2003 shall be based upon the CPI-U change in the year 2002 versus the year 2001.

## 5.3 FINAL RANKING AND SELECTION FOR AN AWARD

Award of the contract will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State considering both the technical and financial factors set forth in this solicitation. Technical merit will have greater weight than cost in making the overall award determination.

As described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible offeror whose principal office or principal base of operations is in another state submits the most advantageous offer, the other state in which the non-resident's principal office is located, or the state in which the non-resident has its principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.



#### 5.4 FINAL CONTRACT AWARD

A contract award under this RFP will not be final and complete until: (1) the contractor submits complete and satisfactory documentation required under the RFP, such as insurance certificates, affidavits, MBE compliance documents, etc.; (2) the proposed award is approved by the Maryland Board of Public Works or other appropriate control authority; and, (3) the Department executes (signs) the contract and forwards it to contractor.

#### *ATTACHMENTS*

In accordance with State Procurement Regulations, Attachment B and I-1 must be completed and submitted with the Financial Proposal and Attachment C must be submitted at the time of the contract award.

**ATTACHMENT A**

**CONTRACT**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the State of Maryland (the "State") and \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Contractor"), having its principal place of business at \_\_\_\_\_.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the Contractor agree as follows:

1. Definitions. All capitalized terms that are not defined herein shall have the meanings provided in the Request for Proposal F10R0200273.

2. Scope of Contract.

2.1 The Contractor shall provide support services as described in the Contractor's proposal in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:

Exhibit A: RFP F10R0200273

Exhibit B: The Contractor's Technical Proposal dated \_\_\_\_\_.

Exhibit C: The Contractor's Financial Proposal dated \_\_\_\_\_.

2.2 If there are any inconsistencies between the Contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between any of the Exhibits, the terms of Exhibit A shall prevail.

2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the

Contractor from proceeding with the Contract as changed.

3. Time For Performance. The Contractor shall begin work in accordance with the workplan within three days of the execution of the Contract. The term of this Contract shall be for the period beginning June 1, 2000 through May 31, 2003, with the right of the State to exercise up to 2 additional one-year extensions or extensions on a month-to-month basis for up to 6 additional months, under the same terms and conditions as the original Contract, including all prices.

4. Consideration and Payment

4.1 The Contractor shall be paid for services rendered at the respective per examination fees or hourly rate specified in the Contractor's financial proposal.

4.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the acceptance of the support services and receipt of a proper invoice from the Contractor. Contractor may only bill the State for periods of at least 30 calendar days. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.3 In addition to any other available remedies, if in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

5. Assigned Personnel. Contractor agrees that all personnel identified in its proposal shall be available for the term of the Contract, including any extension(s), unless such personnel are no longer employed by the Contractor.

6. Warranties. The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- (c) It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## 7. Rights to Records.

7.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, computer software, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of performing work on this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

7.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

7.3 The Contractor shall report to the State, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

7.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such markings.

7.5 Upon termination of this Contract, the Contractor shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

8. Non-hiring of Employees. No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

9. Disputes. This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision.

Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the

Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

10. Maryland Law. The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Amendments. Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law.

12. Non-discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay

any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

14. Non-availability of Funding. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause. If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

16. Termination for Convenience. The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

17. Delays and Extensions of Time. The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

18. Suspension of Work. The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of COMAR in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure. The Contractor shall comply with Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before  
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purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. **Retention of Records.** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

23. **Liability for Loss of Data.** In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the Department.

24. **Cost and Price Certification.** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of [insert date of last financial proposal]. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of \_\_\_\_\_[date], was inaccurate, incomplete, or not current.

25. **Subcontracting and Assignment.** The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interest of the State. The Department shall not be held responsible for the fulfillment of the Contractor's obligations to subcontractors.

26. **Indemnification.**

26.1 The Contractor shall indemnify and hold the State harmless for any costs, expenses, losses, liabilities, suits, actions, claims, fines or penalties of any nature or character whatsoever that the State may incur as a result of: (a) failure of the Contractor and its employees, agents, subcontractors and suppliers at any tier and their employees and agents, to comply with the terms



of this Agreement; or (b) negligence, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or by the Contractor, and its employees, agents, subcontractors and suppliers at any tier and their employees and agents, except to the extent caused solely by the negligent or willful act or omission of the State or its employees.

26.2 The Contractor further agrees to indemnify the State for damage, loss, or destruction of all State property in the Contractor's care, custody, and control throughout the term of this agreement.

26.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

27. Liquidated Damages. Time is an essential element of this Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work remains uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages. The Contractor shall deliver to each DAC the results of the services requested within the time specified in Section 4, Scope of Services, of this RFP. **Failure to comply will result in a fine of \$155.00 per day per employee.**

28. Good Faith In Dealing With The State. The Contractor agrees to deal in good faith with the State in all matters. Dealing in good faith with the State includes (but is not limited to):

- a. Attempting to resolve disputes amicably and promptly;
- b. Not misleading the Procurement Officer or other State employee(s);
- c. Not making representations which are untrue and not making promises which are not kept;
- d. Not filing claims or protests which are frivolous or clearly without foundation;
- e. Filing protests in a timely manner; and

f. Providing prices, which are fair, reasonable, and balanced.

29. Notices. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the Department:

Joel Leberknight  
State of Maryland  
Department of Budget & Management  
45 Calvert Street, Room 137  
Annapolis, MD 21401

If to the Contractor:

In Witness whereof, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
State of Maryland

\_\_\_\_\_  
Contractor

**ATTACHMENT B**

**COMAR 21.05.08.07  
BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_  
and the duly authorized representative of (business) \_\_\_\_\_  
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for  
which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the  
above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the  
Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly  
involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of  
the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of,  
or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated  
Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or  
conspiracy to bribe in violation of Maryland Law, or the law of any other state or federal law, except as  
follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or  
imposition of probation before judgment with the date, court, official, or administrative body, the  
sentence or disposition, the name(s) of person(s) involved, and their current positions and  
responsibilities with the business):

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**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the  
above business, or any of its officers, directors, partners, or any of its employees directly involved in  
obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any current violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. "1961, et seq., or the Mail Fraud Act, 18 U.S.C. "1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (f) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### **D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of partnership) by any public entity, except as

follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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#### **E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### **F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### **G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### **H. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

#### **I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the State Administrative Board of Election Laws of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

#### **J. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that the application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from the solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above:

(h) Notify its employees in the statement required by J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;



(j) Within 30 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination, or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

## **K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) foreign \_\_\_\_\_) corporation registered in accordance with the Corporations and Associations Action, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### **L. CONTINGENT FEES/SOLICITATION OF CONTRACT**

I FURTHER AFFIRM THAT:

The business warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure this agreement, and it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fees or other consideration contingent on the making of this agreement.

#### **M. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) The State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of this Contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

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Printed or Typed Name

COMAR 21.07.01.25  
CONTRACT AFFIDAVIT

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_  
(title) (business)  
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) (foreign \_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 200\_\_\_\_, and executed by me for the purpose of obtaining the Contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:\_\_\_\_\_ BY:\_\_\_\_\_  
(Authorized Representative and Affiant)

## **ATTACHMENT D-1**

The Estimated Three-Year Grand Total Bid Price, as reported on Attachment D-2, will be compared among offerors as each offeror's financial proposal price.

The estimated number of units per month are used for evaluation purposes only. They are not a guarantee of either a minimum or maximum number of examinations or hours that will be needed. Once the Contract commences, the Contractor shall only be paid for the actual number of examinations performed or hours expended at the firm unit prices bid on Attachment D, both for the original Contract term, and any of the possible renewal options.

These unit bid costs and hourly bid rates shall be the only costs to perform all respective activities required in Section 4 of this RFP.

Name of Offeror: \_\_\_\_\_

Name of Official Binding Offeror  
to these Bid Prices: \_\_\_\_\_

Signature of Official Binding Offeror: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## **ATTACHMENT D-2**

**SUMMARY OF ESTIMATED BID PRICE TOTALS**  
**FOR YEARS 2000, 2001 AND 2002**

Estimated Bid Price Total for Year 2000  
(as recorded on Attachment D for Year 2000): \$ \_\_\_\_\_

Estimated Bid Price Total for Year 2001  
(as recorded on Attachment D for Year 2001): \$ \_\_\_\_\_

Estimated Bid Price Total for Year 2002  
(as recorded on Attachment D for Year 2002): \$ \_\_\_\_\_

**THREE-YEAR GRAND TOTAL BID PRICE: \$ \_\_\_\_\_**

**ATTACHMENT F****ESTIMATED STATE EMPLOYEE DISTRIBUTION BY COUNTY**

COUNTY	NO. OF POSITIONS	COUNTY	NO. OF POSITIONS
Allegany County	2,376	Howard County	1,806
Anne Arundel County	9,995	Kent County	357
Baltimore City	20,206	Montgomery County	1,302
Baltimore County	7,665	Prince George's County	2,583
Calvert County	323	Queen Anne's County	434
Caroline County	259	St. Mary's County	801
Carroll County	1,479	Somerset County	1,159
Cecil County	781	Talbot County	357
Charles County	644	Washington County	2,995
Dorchester County	525	Washington, D.C.	9
Frederick County	895	Wicomico County	1,889
Garrett County	360	Worcester County	387
Harford County	769		

TOTAL: 60,356



**MDOT Designated Agency Contacts**

**1. MARYLAND TRANSPORTATION AUTHORITY**

Marjorie Nesbeth, Manager, Human Resources  
John McCarty, Office of Risk Management  
304 Authority Drive  
Baltimore, MD 21222  
Telephone # (410) 288-8430 or 288-8408

**2. MARYLAND PORT ADMINISTRATION**

Carolyn Taylor, Compensation Manager  
Human Resources Department  
2310 Broening Highway  
Baltimore, MD 21224  
Telephone # (410) 631-1037

**3. MOTOR VEHICLE ADMINISTRATION**

Patricia Bess, Division Manager  
Terri Lins, Asst. Division Manager  
Human Resources, Room 101  
6601 Ritchie Highway, N.E.  
Glen Burnie, MD 21062  
Telephone # (410) 787-7859 or 768-7157

**4. MASS TRANSIT ADMINISTRATION**

John Dudnanski, Chief, Benefits Section  
William Donald Schaefer Tower  
6 Saint Paul Street  
Baltimore, MD 21202-3415  
Telephone # (410) 767-3848

**5. STATE HIGHWAY ADMINISTRATION**

Elizabeth Homer, Deputy Administrator  
707 N. Calvert Street

Baltimore, MD 21202  
Telephone # (410) 545-0020

**6. MARYLAND AVIATION ADMINISTRATION**

Nicholas J. Schaus, Deputy Administrator  
Thomas W. Keown, Director, Div. of Administration.  
P.O. BOX 8766  
BWI Airport, MD 21240  
Telephone # (410) 859-7699

**7. DEPARTMENT OF TRANSPORTATION - THE SECRETARY'S OFFICE**

Anthony E. Gioffre, Manager, Employee/Employer Relations Unit  
P.O. Box 8755  
BWI Airport, MD 21240-0755  
Telephone # (410) 865-1206

## ATTACHMENT H

### MDOT Work Site Locations

(All employee numbers are current approximations)

- **MARYLAND TRANSPORTATION AUTHORITY**

<b><u>LOCATION</u></b>	<b><u># OF EMPLOYEES</u></b>
Maryland Transportation Authority Francis Scott Key Bridge 300 Authority Drive Dundalk, MD 21222	230
Maryland Transportation Authority Baltimore Harbor Tunnel 1200 Frankfurst Avenue Baltimore, MD 21225	208
Maryland Transportation Authority Thomas J. Hatem Memorial Bridge 6000 Pulaski Highway Perryville, MD 21903	55
Maryland Transportation Authority John F. Kennedy Memorial Highway One Turnpike Drive Perryville, MD 21903	221
Maryland Transportation Authority Fort McHenry Tunnel 3990 Leland Avenue Baltimore, MD 21225	309
Maryland Transportation Authority William Preston Lane, Jr. Memorial Bridge 850 Revell Highway Annapolis, Maryland 21404	114
Maryland Transportation Authority Harry W. Nice Memorial Bridge U.S. Route 301 South P.O. Box 8 Newburg, MD 20664	55

**LOCATION****# OF EMPLOYEES**

Maryland Transportation Authority Police  
4330 Broening Highway  
Baltimore, Maryland 21222

78

Maryland Transportation Authority  
Police BWI Detachment  
P.O. Box 8717  
BWI Airport, Maryland 21240

97

Maryland Transportation Authority  
Police Port Detachment  
Baltimore, Maryland 21222

43

- **MARYLAND PORT ADMINISTRATION**

**LOCATION****# OF EMPLOYEES**

Maryland Port Administration  
Headquarters  
The World Trade Center  
Baltimore MD 21202-3041

53

Maryland Port Administration  
Point Breeze  
Maritime Center II  
2310 Broening Highway  
Baltimore, MD 21224

105

Maryland Port Administration  
Vessel Operations  
1910 South Clinton Street  
Baltimore, MD 21224

8

Maryland Port Administration  
Marine Terminals (Dundalk and Seagirt)  
2700 Broening Highway  
Baltimore, MD 21222

139

Maryland Port Administration  
Locust Point Marine Terminal  
143 Wallace Street

Personnel Assigned  
as needed

Baltimore, MD 21230

- **MOTOR VEHICLE ADMINISTRATION**

<b><u>LOCATION</u></b>	<b><u># OF EMPLOYEES</u></b>
Motor Vehicle Administration (includes Glen Burnie Branch Office & Mobile Bus Unit) Headquarters 6601 Ritchie Highway, N.E Glen Burnie MD 21061	965
Glen Burnie, MD 21062 Branch Office Annapolis 160 Harry S. Truman Pkwy. Annapolis, MD 21401-7081	43
Baltimore 2500 Gwynns Falls Pkwy. Baltimore, MD	48
Belair 501 West Macphail Road Belair, MD 21014	44
Beltsville 11760 Baltimore Avenue Beltsville, MD 20705	82
Chesapeake City 2581 Augustine Herman Hwy. Cheapeake City, MD 21915-1498	22
Cumberland 13300 Winchester Road, S.W. Cumberland, MD 21501	17
Customer Service Center 13300 Winchester Rd., S.W. Cumberland, MD 21502	69
Easton 9018 Centerville Road Easton, MD 21601-9620	19

**LOCATION****# OF EMPLOYEES**

Essex  
1338 Eastern Blvd.  
Baltimore, MD 21221

27

Frederick  
1601 Bowmans Farm Road  
Frederick, MD 21701

27

Gaithersburg  
15 Metropolitan Grove Road  
Gaithersburg, MD 20878-4098

70

Hagerstown  
18306 Col. Henry K Douglass Drive  
Hagerstown, MD 21740-8902

22

Largo  
10251 Central Avenue  
Near Intersection Route 202 and 214  
Upper Marlboro, MD 20771-1303

79

Salisbury  
251 Tilghman Road  
Salisbury, MD 21801-8680

26

Waldorf  
11 Industrial Park Drive  
St. Charles Business Park  
Waldorf, MD 20602-1908

55

Westminster  
532 Baltimore Boulevard  
Route 140  
Westminster, MD 21157

20

**EXPRESS OFFICES**

Charles Center  
1 Charles Center Metro St.  
Baltimore, MD 21202-1842

5

**LOCATION****# OF EMPLOYEES**

Columbia  
6490 Dobbin Road  
Columbia, MD 21045

6

Glenmont  
12335 D+C Georgia Avenue  
Space 8+9  
Silver Spring, MD 20906

11

Landover  
2103 Brightseat Road  
Landover, MD 20785

9

Towson  
800 Kenilworth Drive  
Suite 860  
Towson, MD 21204-1250

10

Loveville  
Rt 5 @ Sunnyside Road  
Leonardtown, MD 20650

5

Walnut Hill  
16541-A Frederick Road  
Gaithersburg, MD 20877-1221

8

**Vehicle Inspection Program (VIPS)**

Northern District  
(Carroll, Balto City, Harford,  
Anne Arundel North & Cecil)

19

Southern District  
(Queens Annes, Prince George's  
Anne Arundel South, Calvert & Charles)

16

Western District  
(Washington Co., Frederick, Howard &  
Montgomery)

17



- **MASS TRANSIT ADMINISTRATION**

<b><u>LOCATON</u></b>	<b><u># OF EMPLOYEES</u></b>
Mass Transit Administration Bush/Washington Blvd. 1515 Washington Blvd. Baltimore, MD 21230	925
Mass Transit Administration Eastern Ave. 201 S. Oldham Street Baltimore, MD 21224	332
Mass Transit Administration North Ave. 344 West North Avenue Baltimore, MD 21217	240
Mass Transit Administration Kirk Avenue 2226 Kirk Avenue Baltimore, MD 21217	374
Mass Transit Administration MARC P.O. Box 8718 BWI Airport, MD 21240	30
Mass Transit Administration Northwest Div. 4401 Mount Hope Drive Baltimore, MD 21215	377
Mass Transit Administration OCC Bldg. 301 North Eutaw Street Baltimore, MD 21201	191
Mass Transit Administration St. Paul Street 6 Saint Paul Street Baltimore, MD 21202	291

**LOCATION****# OF EMPLOYEES**

Mass Transit Administration  
Wabash Ave.  
5801 Wabash Avenue  
Baltimore, MD 21215

187

- **STATE HIGHWAY ADMINISTRATION**

**LOCATION****# OF EMPLOYEES**

State Highway Administration  
707 North. Calvert Street  
Baltimore, MD 21202

1,262

Office of Traffic  
7491 Connelley Drive  
Hanover, MD 21076

214

Statewide Operations Center  
7491 Connelly Drive  
Hanover, MD 21076

32

Office of Materials & Research  
2323 W. Joppa Road  
Brooklandville, MD 21022

228

Office of Maintenance  
7491 Connelly Drive  
Hanover, MD 21076

64

District Office D-1  
660 West Road  
P.O. Box 2679  
Salisbury, MD 21802-1679

41

Cambridge Shop  
750 Handley Road  
Cambridge, MD 21613

27

Princess Anne Shop  
10980 Market Lane  
Princess Anne, MD 21853

28

**LOCATION****# OF EMPLOYEES**

Salisbury Shop 660 West Road P.O. Box 2679 Salisbury, MD	33
Snow Hill Shop P.O. Box 268 Snow Hill, MD 21863	33
District Office D-2 Morgnec Road P.O. Box 299 Chestertown, MD 21620	41
Denton Shop 508 Caroline Street Denton, MD 21629	30
Elkton Shop 2024 E. Old Philadelphia Road P.O. Box 486 Elkton, MD 21921	41
Chestertown Shop 615 Morgnec Road P.O. Box 299 Chestertown, MD 21620-0299	34
Centerville Shop 111 Safety Drive Centerville, MD 21617	44
Easton Shop 8265 Ocean Gateway P.O. Box 745 Easton, MD 21601	36
District Office D-3 9300 Kenilwonh Avenue Greenbelt, MD 20770-1403	66

**LOCATION****# OF EMPLOYEES**

Fairland Shop  
12020 Plum Orchard Road  
Silver Spring, MD 20904

55

Gaithersburg  
502 Quince Orchard Shop  
Gaithersburg, MD 20760

59

Laurel Shop  
Talbot Ave & Second Street  
Laurel, MD 20810

64

Marlboro shop  
6500 S.E. Crain Highway  
Upper Marlboro, MD 20870

69

District Office D-4  
2323 W. Joppa Road  
Brooklandville, MD 21022

69

Hereford Shop  
306 Mount Carmel Road  
Parkton, MD 21120

41

Golden Ring Shop  
8375 Pulaski Highway  
Rosedale, MD 21237

45

Owings Mills Shop  
9130 Dolfield Road  
Owings Mills, MD 2117

43

Churchville Shop  
3050 Churchville Road  
Churchville, MD 21028

50

District Office D-5  
138 Defense Highway  
Annapolis, MD 21401

56

Annapolis Shop  
138 Defense Highway

58

Annapolis, MD 21401

**LOCATION**

**# OF EMPLOYEES**

Glen Burnie Shop 54  
Stewarts Avenue  
Glen Burnie, MD 21061

Prince Frederick Shop 33  
MD 231 at MD 2/4  
Prince Frederick, MD 20678

LaPlata Shop 43  
Washington Avenue  
LaPlata, MD 20646

Leonardtown Shop 41  
26720 Point Lookout Road  
Leonardtown, MD 20650

District Office D-6 45  
Braddock Road & Md. Rt. 49  
P.O. Box 3347  
LaVale, MD 21504-3347

LaVale Shop 48  
1221 West Braddock Road  
LaVale, MD 21504-3347

Keyer's Ridge Shop 48  
3876 National Pike  
Accident, MD 21520

Hagerstown Shop 49  
18320 Col. Henry Douglass Drive  
Hagerstown, MD 21740

District Office D-7 47  
P.O. Box 308  
5111 Buckeystown Pike  
Frederick, MD 21701

Westminster Shop 48  
150 Wyndtryst Drive

Westminster, MD 21157

**LOCATION**

**# OF EMPLOYEES**

Dayton Shop  
Maryland Route 32  
Dayton, MD 21036

54

Frederick Shop  
5111 Buckeystown Pike  
Frederick, MD 21701-8305

74

• **MARYLAND AVIATION ADMINISTRATION**

**LOCATION**

**# OF EMPLOYEES**

Baltimore Washington Int'l Airport  
Third Floor Terminal Building  
P.O. Box 8766  
BWI Airport, MD 21240-0766

413

Martin State Airport  
Box #1  
701 Wilson Point Road  
Middle River, MD 21220

40

• **MARYLAND DEPARTMENT OF TRANSPORTATION HEADQUARTERS**

**LOCATION**

**# OF EMPLOYEES**

Maryland Department of Transportation  
Headquarters  
10 Elm Road  
BWI Airport, MD 21240-0766

195

OTTS/Data Center  
One Orchard Road  
Glen Burnie, MD 21060

120